

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made as of August 1, 2003, by and between **THE FLORIDA STATE UNIVERSITY**, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of Florida, having its principal place of business in Tallahassee, Florida ("Client") and **ARAMARK EDUCATIONAL SERVICES, INC.**, a Delaware corporation, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK"), agreed to as of the last date signed below.

WITNESSETH THAT:

1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE: Client hereby engages ARAMARK, on an **exclusive basis** (provided, however, that **catering services** shall be provided on a **non-exclusive basis**), to provide Client with meals, including a la carte items and non-alcoholic beverages, for its students, faculty, staff and guests on its campus in Tallahassee, Florida. During the term of this Agreement, ARAMARK **will honor the pouring rights agreement between Client and its current exclusive beverage provider** and will pour and serve beverages in accordance with the terms of such agreement. The effective date of this Agreement is August 1, 2003.

2. DEFINITIONS: The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:

A. "Accounting Periods": The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2003 shall consist of six (6) weeks.

B. "Agreement": This Food Services Management Agreement.

C. "Campus Food Service Program": Those board, cash, catering and other related food service operations to be provided by ARAMARK under this Agreement.

D. "Cash Net Receipts": Gross receipts received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.

E. "Food Service Facilities": The areas, improvements, personal

property and facilities made available by Client to ARAMARK for the provision of the food services as more fully described in Paragraph 3.A. below.

F. "Servicewares": Items used in the serving of food and beverages such as chinaware, glassware and silverware.

G. "Small Expendable Equipment": Items used in the preparation of food such as pots, pans and kitchen utensils.

3. FACILITIES AND EQUIPMENT:

A. Food Service Facilities: Client shall make available to ARAMARK suitable Food Service Facilities, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement. The Food Service Facilities shall include adequate dressing rooms and rest rooms for ARAMARK's employees and appropriate office space and office equipment including, but not limited to, desks, chairs, tables, filing cabinets and safe, for the exclusive use of ARAMARK in the performance of this Agreement. Client shall have full access to the Food Service Facilities at all times.

Providers of catering services (other than those obtaining the prior written approval of ARAMARK) will not be allowed to utilize kitchen facilities that are managed by ARAMARK.

B. Repair, Replacement and Maintenance: Client shall furnish building maintenance services for the Food Service Facilities and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Food Service Facilities.

ARAMARK shall be responsible for all equipment repairs and replacements up to an amount equivalent to (i) \$150,000 during the first operating year of this Agreement and (ii) \$100,000 during each operating year of this Agreement subsequent to the first operating year hereunder. Client shall be responsible for equipment repairs and replacements in excess of such amounts. If any repair or replacement of equipment is required due to the negligent use thereof by ARAMARK's personnel, ARAMARK shall be responsible for all costs of repair and/or replacement thereof. ARAMARK will provide client with an annual report on equipment repair and

replacements. Back-up documents for these repair/replacement expenditures will be available upon request.

C. Servicewares and Small Expendable Equipment: ARAMARK shall furnish an inventory of new Servicewares and Small Expendable Equipment. At the commencement of operations hereunder, ARAMARK and Client shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. ARAMARK shall maintain such inventory at its expense.

D. IT System: ARAMARK shall develop, implement, operate and maintain an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary to support the services provided by ARAMARK (the "IT System"). Client shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

E. FSU Card: During the term of the Agreement, ARAMARK agrees that the FSU card will be accepted as a form of payment.

4. CLEANING RESPONSIBILITIES:

A. ARAMARK's Responsibilities: ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, grease filters and restrooms associated with food service facilities) and for the routine cleaning of cafeteria walls, floors, tables and chairs. ARAMARK shall be responsible for compliance with all federal, state and local safety and health laws and regulations.

B. Client's Responsibilities: Client, at its expense, shall provide for routine cleaning of all grease traps, ductwork, plenum chambers and roof fans.

5. FOOD SERVICE PRICES: Client and ARAMARK shall mutually determine the prices at which items shall be sold, inclusive of board plan pricing and casual meal pricing. Notwithstanding anything herein to the contrary, the Board Plan rates set forth elsewhere in this Agreement are based on the federal and state minimum

wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall automatically be entitled to a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increases. ARAMARK shall have the right to implement such price increases upon approval by Client, beginning the following semester.

6. FOOD SERVICE HOURS: ARAMARK shall manage the Campus Food Service Program for Client and Client's students, faculty, staff and guests at such hours and locations as Client and ARAMARK mutually determine.

7. PERSONNEL:

A. ARAMARK shall provide and pay a staff of its employees on duty on Client's premises for the efficient management of the Campus Food Service Program. Employees of ARAMARK will be subject to the rules and regulations of Client while on Client's premises.

B. All ARAMARK employees assigned to duty on Client's premises shall comply with the rules and regulations set forth in Client's on-line policies and procedures located online at <http://www.vpfa.fsu.edu/policies>. Client shall have the opportunity to interview ARAMARK candidates for employment. Both Client and ARAMARK will mutually agree upon the hiring of all salaried employees.

C. ARAMARK will offer employment on a fair trial basis to those of the present food service employees Client recommends, but will not be required to retain those who do not meet ARAMARK's standards, nor those in excess of the number required for efficient operation.

D. ARAMARK shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees of the Campus Food Service Program. ARAMARK affirms that it is an equal opportunity and affirmative

action employer and shall comply with all applicable federal, state and local laws and

regulations.

E. If ARAMARK incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by Client or by ARAMARK at the direction of Client, which action ARAMARK would not have taken but for Client's direction, Client shall reimburse ARAMARK for such costs.

F. ARAMARK agrees that no supervisory employees of Client shall be hired by ARAMARK for the term of this Agreement and six (6) months thereafter.

Client acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, Client agrees that supervisory employees of ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory employees of ARAMARK to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such employees were formerly employees of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if it violates the conditions set forth in the immediately preceding paragraph, then Client shall pay to ARAMARK and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory employee hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.

8. HEALTH EXAMINATIONS: ARAMARK shall cause all of its employees assigned to duty on Client's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to Client upon request.

9. PURCHASING: ARAMARK shall purchase and pay for all food, supplies and services utilized in the Campus Food Service Program.

10. INVENTORY OF FOOD AND SUPPLIES: At the termination of this Agreement, Client agrees, if requested by ARAMARK, to either purchase directly or to cause ARAMARK's successor to purchase ARAMARK's usable (as mutually agreed upon by the parties) inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

11. LICENSES, PERMITS AND TAXES:

A. Generally: ARAMARK shall obtain all federal, state and local licenses and permits, including a permit to sell and serve liquor, required for the Campus Food Service Program, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Campus Food Service Program.

B. Liquor Licensing: ARAMARK, at its expense, shall obtain and maintain in good standing at all times all necessary liquor licenses and permits to provide alcoholic beverage services as mutually agreed upon by the parties. Client shall cooperate with ARAMARK in obtaining such licenses and permits. All ARAMARK employees involved in the sale and service of alcoholic beverages shall be trained by ARAMARK in effective alcoholic beverage service and awareness. This training may include, without limitation, policies and procedures developed by ARAMARK dealing with alcohol management and a nationally-recognized program such as "Techniques for Intervention Procedures by Servers of Alcohol" ("T.I.P.S.").

12. INSURANCE, LIABILITY AND INDEMNIFICATION:

A. Insurance: ARAMARK shall carry insurance which shall meet the limits set forth in the insurance schedule below. All such insurance policies will be with insurance insurers qualified to do business in Florida. Such insurance shall cover all of ARAMARK's operations under this Agreement and shall be effective throughout the term of this Agreement. The Client, its Board of Trustees, and the State of Florida, shall be included as additional insureds on each liability policy set forth below to the extent that the such parties are liable for losses arising out of ARAMARK's negligent acts or omissions in performing services under this Agreement. ARAMARK shall furnish Client with

certificates of insurance evidencing such coverages no later than five (5) days after the Agreement is executed. ARAMARK further agrees to require all of its subcontractors, if any, to have and maintain the same insurance coverage as set forth in the schedule below and submit evidence to Client of said insurance coverage upon request. The Client shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any ARAMARK's or ARAMARK's subcontractor's insurance policies. The payment of such deductible shall be the sole responsibility of ARAMARK and/or ARAMARK's subcontractor that obtained the insurance. ARAMARK or its insurance carrier shall promptly notify Client of any cancellation of insurance coverage.

Policy

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|---|----------------------------|
| (a) Worker's Compensation | Statutory |
| (b) *Comprehensive General Liability Insurance: | |
| (1) Bodily Injury Liability | \$ 500,000 each person |
| | \$ 500,000 each occurrence |
| | \$ 1,000,000 Aggregate |
| (2) Property Damage Liability | \$ 500,000 each occurrence |
| | \$ 1,000,000 Aggregate |

B. ARAMARK Indemnification: ARAMARK shall hold Client, its officers, employees, and agents harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of ARAMARK, its employees, or others under ARAMARK's control and supervision. If any part of a delivery to Client pursuant to this Agreement is protected by any patent or copyright, ARAMARK also shall indemnify and hold harmless the Client from and against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims instituted or recovered against Client by any person or persons whomsoever on the account of Client's use or sale of such article in violation of rights under such patent or copyright.

C. Client Liability: Client agrees where permitted and authorized by applicable Florida law to be liable for the negligent acts and omissions of its employees, agents and representatives, acting within the course and scope of their

employment and/or agency. The State of Florida is self-insured to the extent if its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, Client's liability obligations in this contract shall be effective only to the extent expressly required by Section 768.28, Florida Statutes.

13. PARKING: ARAMARK shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This shall apply to all personal vehicles and all marked and unmarked company vehicles that will be on any Client campus for one (1) day or more on a recurring basis. All such vehicles must be registered with Client's Parking Services Department, and parking permits must be purchased by ARAMARK. ARAMARK's vehicle(s) shall observe all of Client's parking rules and regulations. Failure to obtain parking permits, properly display such permits, or to otherwise comply with all of Client's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of ARAMARK or ARAMARK's employees.

14. FINANCIAL TERMS:

A. Client Responsibilities: All facilities, equipment and services to be provided by Client under this Agreement shall be at Client's expense.

B. Board Plan Rates: ARAMARK agrees to prepare and to serve meals to students participating in the board plan at the following rates (exclusive of sales tax) per student per semester for the 2003-2004 and 2004-2005 operating years, as applicable:

	<u>2003-2004</u>	<u>2004-2005</u>
<u>The Unlimited Plus Plan</u>		
23 Meals per week, plus \$150.00 per semester in flex bucks	\$1,403.00	\$1,455.00
<u>The Any 15 Plus Plan</u>		
Any 15 Meals per week, plus \$300.00 per semester in flex bucks	\$1,364.00	\$1,434.00
<u>The Any 10 Plus Plan</u>		
Any 10 Meals per week, plus \$150.00 per semester in flex bucks	\$1,166.00	\$1,184.00

The 150/150 Plan

This Block Plan offers 150 meals per semester, plus \$150.00 \$1,118.00 \$1,152.00

** Freshman residents participating in the "Living and Learning" communities must choose between one of the above required meal plans in Academic Year 2005 – 2006

The Super 1000 DB Plan

\$1,000.00 in flex bucks per semester \$950.00 \$950.00

C. Guaranteed Commission:

1) **First and Second Operating Years:** ARAMARK shall remit to the Client the following guaranteed annual commissions during the 2003-2004 and 2004-2005 operating years of this Agreement:

<u>Operating Year</u>	<u>Guaranteed Commission</u>
2003-2004	\$675,000
2004-2005	\$925,000

The parties have agreed that ARAMARK's total commission payment to Client during each of the 2003-2004 and 2004-2005 operating years will be equivalent to \$1,150,000 per year ("Total Annual Commission"). The parties have further agreed that the amounts representing the difference between the guaranteed annual commission payment listed for each such year in the table above and the Total Annual Commission (which amounts are equivalent to (i) \$475,000 for the 2003-2004 operating year and (ii) \$225,000 for the 2004-2005 operating year) will be considered a part of the Financial Commitment set forth in Paragraph 14.H hereof and shall be subject to the terms of that paragraph. In addition to the amounts set forth above, ARAMARK shall remit to Client an amount equivalent to Seven and One-Half Percent (7.5%) of such commission payments, which amount will be remitted by Client to the State of Florida Department of Revenue, which has determined that payments of this nature are to be considered a rental payment upon which State of Florida sales tax must be collected. This Agreement may be amended to comply with Federal and State tax laws.

2) **Commencing Third Operating Year:** Beginning with the

2005-2006 operating year, ARAMARK shall remit to the Client guaranteed annual commissions in an amount equivalent to the greater of (i) the sum of (a) Three Percent (3%) of all revenues (excluding athletic training table revenues) received by ARAMARK during such year in excess of \$8,000,000 plus (b) \$1,150,000 or (ii) the amount set forth opposite the respective operating year in the table below:

<u>Operating Year</u>	<u>Guaranteed Commission</u>
2005-2006	\$1,225,890
2006-2007	\$1,255,229
2007-2008	\$1,276,016
2008-2009	\$1,295,510
2009-2010	\$ 1,316,120
2010-2011	\$ 1,337,913
2011-2012	\$ 1,360,962
2012-2013	\$ 1,385,343

In addition to the amounts set forth above, ARAMARK shall remit to Client an amount equivalent to Seven and One-Half Percent (7.5%) of such commission payments, which amount will be remitted by Client to the State of Florida Department of Revenue, which has determined that payments of this nature are to be considered a rental payment upon which State of Florida sales tax must be collected. This Agreement may be amended to comply with Federal and State tax law.

D. Annual Credits/In-Kind Services: ARAMARK shall provide Client's on-campus departments with annual credits or in-kind services in an amount equivalent to \$77,000 per year. These credits may be distributed by the Client at its discretion and may be utilized for catered meals, special functions or meals purchased at any of ARAMARK's dining venues on campus. ARAMARK will provide Client with an annual report of how these funds are being utilized.

E. Student Union Programming Contribution: ARAMARK shall provide Client with \$25,000 per year for Client's use in enhancing the programming and events at Client's student union, with such funds to be utilized at the discretion of Client's Oglesby Union Director.

F. Meal Plan Scholarships: ARAMARK shall provide the Client with ten (10) "Unlimited Plus Plan" meal plan scholarships annually.

G. Hospitality School Scholarship: ARAMARK shall provide Client with an amount equivalent to \$15,000 per year for Client's use as a scholarship fund, with such funds to be utilized at the discretion of Client's Dean of the Dedman School of Hospitality.

H. Financial Commitment: In consideration of Client's agreement to enter into this Agreement with ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an aggregate amount up to \$4,885,000, of which amount (i) up to \$2,760,000 shall be committed to Client during the 2003-2004 operating year (the "First Commitment"), (ii) up to \$1,675,000 shall be committed to Client during the 2004-2005 operating year (the "Second Commitment") and (iii) up to \$450,000 shall be committed to Client during the 2005-2006 operating year (the "Third Commitment" and collectively with the First Commitment and the Second Commitment, the "Financial Commitment"). The parties hereby acknowledge and agree that (i) \$475,000 of the First Commitment will be remitted in the form of commission payments to Client and (ii) \$225,000 of the Second Commitment will be remitted in the form of commission payments to Client, in each case as described in Paragraph 14.C(1) of this Agreement.

The Financial Commitment shall be utilized for mutually agreed-upon food service facility renovations and for the purchase and installation of food service equipment and other costs associated with the Campus Food Service Program on Client's premises. Client shall hold title to and own all such equipment at all times. The Financial Commitment shall be amortized on a straight-line basis over periods of (i) with respect to the First Commitment, ten (10) years, (ii) with respect to the Second Commitment, nine (9) years and (iii) with respect to the Third Commitment, eight (8) years, commencing, in each case, upon the complete expenditure of the respective portion of the Financial Commitment. Such amortization will not be charged to Client. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of

the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the maximum rate permitted by Section 55.03, Florida Statutes, per annum, compounded monthly from the date of expiration or termination, until the date paid. ARAMARK will provide Client with documentation detailing all capital investments on an annual basis.

I. Branded Partner Funding: The parties anticipate that Wendy's International will provide an additional capital investment of \$500,000 during the 2004-2005 operating year for certain renovations and equipment relating to the installation of a Wendy's restaurant operation on Client's campus. ARAMARK will assist in the planning, coordination and disbursement of such funding.

J. "Brand Refresh" Funding: Commencing with the 2006-2007 operating year, ARAMARK agrees to expend an amount equivalent to \$150,000 per year for ARAMARK's "Brand Refresh" program. Client shall hold title to any equipment purchased therewith at all times. Such expenditure will not be invoiced to Client and will not be amortized. ARAMARK will provide Client with documentation detailing these expenditures on an annual basis.

K. Utility Payment: ARAMARK will reimburse Client for the usage of all metered utilities utilized by the Food Service Facilities with respect to the Campus Food Service Program.

L. Trash Collection and Pest Control: ARAMARK shall pay for the cost of all trash collection and pest control expenses for each of the Food Service Facilities with respect to such Facilities' usage for the Campus Food Service Program.

15. ACCOUNTING:

A. Cash Receipts: ARAMARK shall retain all cash receipts from the operation of the Campus Food Service Program.

B. Accounting Period Billing: Within twenty (20) days after the end of each Accounting Period, ARAMARK will submit to Client an invoice for the amounts due ARAMARK for catered events for such Accounting Period. ARAMARK understands that the Client shall only pay invoices, not statements. All such invoices must be written and

shall specifically describe (i) the services and/or goods provided, (ii) the dates and hours that the services were rendered and/or goods were delivered and (iii) the amount owed to ARAMARK therefore.

C. Commission Payment: Within thirty (30) days after the end of each Accounting Period, ARAMARK will pay to Client the commissions due to Client pursuant to Paragraph 14.C. ARAMARK shall provide to Client a monthly operations statement within fifteen (15) days after the end of each Accounting Period.

D. Payment Terms: All invoices submitted by ARAMARK to Client shall be paid within forty (40) days of the invoice date. In the event invoices are not paid within forty-five (45) days of the invoice date, interest charged on each invoice shall be at the maximum legal rate permitted by Section 55.03, Florida Statutes, computed from the invoice date until the date paid.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within forty (40) days of the invoice date. In its status as an agency and public body corporate of the State of Florida, the Client's performance and obligations under this Agreement are subject to and contingent upon the annual appropriations by the Florida legislature.

E. Assignments: Under no circumstances shall either party assign to a third-party any right or obligation of such party pursuant to this Agreement without prior written consent of the other party.

16. RENEGOTIATION: The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

17. FORCE MAJEURE: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, terrorist attack or other disorder; strike or other work stoppage; fire; flood; hurricane; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with the Campus Food Service Program, upon request, ARAMARK shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to ARAMARK and Client.

18. ACCURATE BOOKS AND RECORDS: ARAMARK shall maintain accurate books and records in connection with the Campus Food Service Program and shall retain such as required by federal and state law. Client may upon reasonable notice to ARAMARK inspect the books and records related to Client's Campus Food Services Program during the term of this Agreement and as required by federal and state law.

19. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. Client shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK. ARAMARK understands that as an agent of the State of Florida, any information submitted to Client is subject to the public records inspection laws of the State of Florida. Client shall provide ARAMARK with immediate notice of any request received by Client requesting such inspection and shall cooperate

with the reasonable requests of ARAMARK relating to any such request for information, unless, and to the extent required by, applicable law.

This Agreement may be cancelled unilaterally by the Client for refusal by ARAMARK to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ARAMARK in conjunction with the Agreement.

B. Proprietary Materials: Client agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), used by ARAMARK on Client's campus in connection with the food services provided by ARAMARK under this Agreement, shall remain the property of ARAMARK. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by ARAMARK or licensed to ARAMARK by third parties shall be discontinued by Client, and Client shall immediately return to ARAMARK all Proprietary Materials.

20. NOTICE: Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To ARAMARK:

ARAMARK Educational Services, Inc.
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107
Attn: President

To Client:

Florida State University
Director, Business Services
University Center, Suite C-1200
Tallahassee, FL 32306
Attn: Mr. David Leeka, Director of Business Services

21. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement and the documents set forth below, copies of each of which are attached to this Agreement, constitute the entire and exclusive agreement between the parties. In the event of any conflict or inconsistency between this Agreement and the provisions of the attached

documents, the order of governance shall be as follows: (i) first, this Agreement, (ii) second, ARAMARK's Best & Final Proposal, dated as of May 7, 2003, and (iii) third, Client's ITN document, dated as of November 1, 2002, and the ITN specifications attached thereto, if any, except to the extent that ARAMARK's proposal takes exception to the ITN and ITN specifications or as otherwise set forth in this Agreement. All prior negotiations have been merged into this Agreement, and, except as otherwise set forth above, there are no understandings, representations, or agreements, oral or written, express or implied other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

The terms of this Agreement may not be changed, modified or amended except in writing signed by both parties. No changes or amendments to this Agreement are binding on Client unless made in legible writing and signed by Client's Senior Vice President for Finance and Administration or designees.

22. GOVERNING LAW: This Agreement and any attachments and addenda hereto are subject to and governed by the laws of the State of Florida including, without limitation, Sections 768.28 and 55.03 and 119, Florida Statutes, both of which are incorporated by reference into this Agreement and its terms. The Client, as an agency and public body corporate of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

23. WAIVER: The failure of ARAMARK or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

24. TERM / TERMINATION:

A. Term: This Agreement shall commence on August 1, 2003 and shall continue for a period of ten (10) years thereafter, unless otherwise terminated as

provided for elsewhere herein. This Agreement may be renegotiated and or extended for an additional five-year period upon mutual agreement of both parties.

B. Termination: If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement.


25. LITIGATION: In the event of litigation between the parties each party agrees to be responsible and liable for its own legal costs and expenses including attorney fees and expenses, except as provided for in Section 7E herein above.

26. CLIENT LOGO, TRADEMARKS, NAME: ARAMARK agrees not to use Client's logos, trademarks, name, copyright or other intellectual property rights without Client's prior written approval.

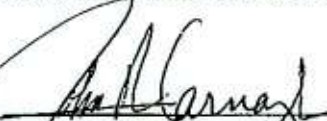
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the last date hereinbelow.

APPROVED
As To Form and Legality
By: 
Associate General Counsel for
Finance and Administration
Date: 4 August 03

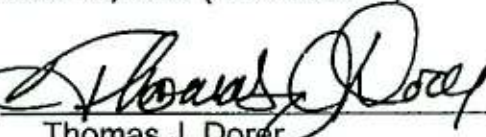
FLORIDA STATE UNIVERSITY

By: 
David L. Leeka
Director of Business Services
Date: 8/4/03

FLORIDA STATE UNIVERSITY

By: 
John R. Carnaghi
Senior Vice President, Finance &
Administration
Date: 8/4/03

**ARAMARK EDUCATIONAL
SERVICES, INC. ("ARAMARK")**

By: 
Thomas J. Dorer
Vice President
Date: 8-8-03

CLIENT

AMENDMENT
TO THE
FOOD SERVICES MANAGEMENT AGREEMENT
BETWEEN
THE FLORIDA STATE UNIVERSITY
AND
ARAMARK EDUCATIONAL SERVICES, INC.

THIS AMENDMENT to the Food Services Management Agreement, dated August 1, 2003, as amended (Agreement), between The Florida State University (Client) and ARAMARK Educational Services, Inc. (ARAMARK), agreed to become effective August 1, 2005.

WHEREAS, in accordance with Paragraphs 16 & 21 of the original Agreement, the Client and ARAMARK have agreed to the following:

A. Paragraph 14.H is deleted in its entirety and replaced with the following:

"FINANCIAL COMMITMENT: In consideration of Client's agreement to enter into this Agreement with ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an aggregate amount up to \$5,585,000, of which amount (i) up to \$2,760,000 shall be committed to Client during the 2003-2004 operating year (the "First Commitment"), (ii) up to \$1,675,000 shall be committed to Client during the 2004-2005 operating year (the "Second Commitment"), and (iii) up to \$1,150,000 shall be committed to Client during the 2005-2006 operating year (the "Third Commitment" and collectively with the First Commitment and the Second Commitment, the "Financial Commitment). The parties hereby agree and acknowledge and agree that (i) \$475,000 of the First Commitment will be remitted in the form of commission payments to Client and (ii) \$225,000 of the Second Commitment will be remitted in the form of commission payments to Client, in each case as described in Paragraph 14.C.1, as amended, of this Agreement.

The Financial Commitment shall be utilized for mutually agreed upon food service facility renovations and for the purchase and installation of food service equipment and other costs associated with the Campus Food Service Program on Client's premises. Client shall hold title to and own all such equipment at all times. The Financial Commitment

shall be amortized on a straight-line basis over periods of (i) with respect to the First Commitment, ten (10) years, (ii) with respect to the Second Commitment, nine (9) years, and (iii) with respect to the Third Commitment, \$450,000 will be amortized over a period of eight (8) years and \$700,000 will be amortized over a period of thirteen (13) years, commencing, in each case, upon the complete expenditure of the respective portion of the Financial Commitment. Such amortization will not be charged to Client.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the maximum rate permitted by Section 55.03, Florida statutes, per annum, compounded monthly from the date of expiration or termination, until the date paid. ARAMARK will provide Client with documentation detailing all capital investments on an annual basis."

B. All other terms and conditions of the original Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives as of the last date herein below.

FLORIDA STATE UNIVERSITY

ARAMARK EDUCATIONAL SERVICES,
INC.

By: David L. Leeka 11/30/05
David L. Leeka
Director of Business Services

By: Thomas J. Dorer
Thomas J. Dorer
Vice President

APPROVED
As To Form and Legality
[Signature]
State General Counsel for
Legal and Administration

30 Nov 05

CLIENT

AMENDMENT
TO THE
FOOD SERVICES MANAGEMENT AGREEMENT
BETWEEN
THE FLORIDA STATE UNIVERSITY
AND
ARAMARK EDUCATIONAL SERVICES, INC.

THIS AMENDMENT to the Food Services Management Agreement dated August 1, 2003, between The Florida State University (Client) and ARAMARK Educational Services, Inc. (ARAMARK) agreed to effective as of August 1, 2005.

WHEREAS, In accordance with Paragraph 16 of the original Agreement, the Client and ARAMARK have agreed to the following amendment to the Agreement:

A. Paragraph 14.C.1 is deleted in its entirety and replaced with the following:

FIRST, SECOND, AND THIRD OPERATING YEARS: ARAMARK shall remit to the Client the following guaranteed annual commissions during the 2003-2004, 2004-2005, and 2005-2006 operating years of this Agreement:

<u>Operating Year</u>	<u>Guaranteed Commission</u>
2003-2004	\$ 675,000
2004-2005	925,000
2005-2006	1,150,000

The parties have agreed that ARAMARK's total commission payment to Client during each of the 2003-2004, 2004-2005, and 2005-2006 operating years will be equivalent to \$1,150,000 per year (Total Annual Commission). The parties have further agreed that the amounts representing the difference between the guaranteed annual commission payment listed for each such year in the table above and the Total Annual Commission (which amounts are equivalent to (i) \$475,000 for the 2003-2004 operating year and (ii) \$225,000 for the 2004-2005 operating year) will be considered part of the Financial Commitment set forth in Paragraph 14.H hereof and shall be subject to the terms of that paragraph. In addition to the amounts set forth above, ARAMARK shall remit to Client an amount equivalent to Seven and One-Half Percent (7.5%) of such commission payments, which shall be remitted by Client to the State of Florida Department of Revenue, which has determined that payments of this nature are to be considered a rental payment upon which State of Florida sales tax must be collected. This Agreement may be amended to comply with Federal and State tax laws.

B. Paragraph 14.C.2 is deleted in its entirety and replaced with the following:

COMMENCING FOURTH OPERATING YEAR: Beginning with the 2006-2007 operating year, ARAMARK shall remit to the Client guaranteed annual commissions in an amount equivalent to the greater of (i) the sum of (a) three percent (3%) of all revenues (excluding athletic training table revenues) received by ARAMARK during such year in excess of \$8,000,000 plus (b) \$1,150,000 or (ii) the amount set forth opposite the respective operating table in the year below:

<u>Operating Year</u>	<u>Guaranteed Commission</u>
2006-2007	\$ 1,255,229
2007-2008	1,276,016
2008-2009	1,295,510
2009-2010	1,316,120
2010-2011	1,337,913
2011-2012	1,360,962
2012-2013	1,385,343


In addition to the amounts set forth above, ARAMARK shall remit to Client an amount equivalent to Seven and One-Half Percent (7.5%) of such commission payments, which amount will be remitted by Client to the State of Florida Department of Revenue, which has determined that payments of this nature are to be considered rental payments upon which State of Florida sales tax must be collected. This Agreement may be amended to comply with Federal and State tax laws.

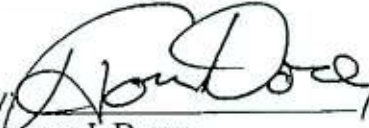
C. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives as of the last date herein below.

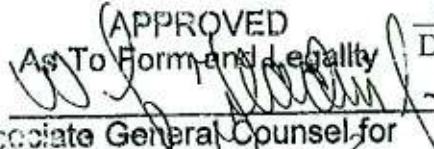
FLORIDA STATE UNIVERSITY

ARAMARK EDUCATIONAL
SERVICES, INC.

By: 
David L. Leeka
Director of Business Services

By: 
Thomas J. Dorer
Vice President

10.12.05
Date

(APPROVED
As To Form and Legality
By: 
Associate General Counsel for
Finance and Administration

9-26-05
Date

12 Oct 2005

CLIENT

ARAMARK
CAMPUS SERVICES



October 8, 2003

Mr. David Leeka,
Director, Business Services
Florida State University
University Center, Suite C-1200
Tallahassee, FL 32306

Dear Mr. Leeka:

This letter shall confirm the understanding between you and our representatives that effective as of August 1, 2003, the Food Services Management Agreement between **THE FLORIDA STATE UNIVERSITY** ("Client") and **ARAMARK EDUCATIONAL SERVICES, INC.** ("ARAMARK") dated as of August 1, 2003 ("Agreement"), shall be amended as follows:

1. Paragraph 4, **CLEANING RESPONSIBILITIES**, shall be deleted in its entirety, and in its place shall be inserted the following:

"4. CLEANING RESPONSIBILITIES:

A. ARAMARK's Responsibilities: ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, grease filters, grease traps and restrooms associated with Food Service Facilities) and for the routine cleaning of cafeteria walls, floors, tables and chairs.

B. Client's Responsibilities: Client, at its expense, shall provide for routine cleaning of all ductwork, plenum chambers and roof fans."

In all other respects the Agreement will remain in full force and effect. This letter shall become attached to, and shall become part of, such Agreement.

ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA, PA 19107
215 238 3000

October 8, 2003
Page 2

If the foregoing is in accordance with your understanding, please sign each copy of this letter, and return two copies of the letter at your convenience.


Very truly yours,

**ARAMARK EDUCATIONAL SERVICES,
INC. ("ARAMARK")**

By: 
Vice President

The above is accepted this _____ day of _____, 2003.

**THE FLORIDA STATE UNIVERSITY
("Client")**

By: 
Title:

DIRECTOR OF BUSINESS SERVICES

CLIENT

AMENDMENT
TO THE
FOOD SERVICES MANAGEMENT AGREEMENT
BETWEEN
THE FLORIDA STATE UNIVERSITY
AND
ARAMARK EDUCATIONAL SERVICES, INC.

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WHEREAS, in accordance with Paragraphs 16 & 21 of the original Agreement, the Client and ARAMARK have agreed to the following:

A. Paragraph 14.H is deleted in its entirety and replaced with the following:

"FINANCIAL COMMITMENT: In consideration of Client's agreement to enter into this Agreement with ARAMARK for a term of ten (10) years, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an aggregate amount up to \$6,065,000, of which amount (i) up to \$2,760,000 shall be committed to Client during the 2003-2004 operating year (the "First Commitment"), (ii) up to \$1,675,000 shall be committed to Client during the 2004-2005 operating year (the "Second Commitment"), and (iii) up to \$1,630,000 shall be committed to Client during the 2005-2006 operating year (the "Third Commitment" and collectively with the First Commitment and the Second Commitment, the "Financial Commitment"). The parties hereby agree and acknowledge and agree that (i) \$475,000 of the First Commitment will be remitted in the form of commission payments to Client and (ii) \$225,000 of the Second Commitment will be remitted in the form of commission payments to Client, in each case as described in Paragraph 14.C.1, as amended, of this Agreement.

The Financial Commitment shall be utilized for mutually agreed upon food service facility renovations and for the purchase and installation of food service equipment and other costs associated with the Campus Food Service Program on Client's premises. Client shall hold title to and own all such equipment at all times. The Financial Commitment

shall be amortized on a straight-line basis over periods of (i) with respect to the First Commitment, ten (10) years, (ii) with respect to the Second Commitment, nine (9) years, and (iii) with respect to the Third Commitment, \$450,000 will be amortized over a period of eight (8) years and \$1,180,000 will be amortized over a period of thirteen (13) years, commencing, in each case, upon the complete expenditure of the respective portion of the Financial Commitment. Such amortization will not be charged to Client.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Client shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, Client agrees to pay interest on such amounts at the maximum rate permitted by Section 55.03, Florida statutes, per annum, compounded monthly from the date of expiration or termination, until the date paid. ARAMARK will provide Client with documentation detailing all capital investments on an annual basis."

B. All other terms and conditions of the original Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives as of the last date herein below.

FLORIDA STATE UNIVERSITY

By: 
David L. Leeka
Director of Business Services

ARAMARK EDUCATIONAL SERVICES,
INC.

By: 
Thomas J. Dorer
Vice President

March 2006

CLIENT



January 25, 2007

Mr. David Leeka
Director of Business Services
Florida State University
University Center, Suite C-1200
Tallahassee, FL 32306

Re: **Letter of Intent for Investment by ARAMARK**

Dear Mr. Leeka:

This letter will confirm that **Florida State University** (the "Client"), a current client of **ARAMARK Educational Services, Inc.** ("ARAMARK") under the terms of that certain Food Services Management Agreement, dated August 1, 2003, as amended (the "Agreement"), have agreed to make certain joint investments to provide for the construction of a Brinker Corporation "Chili's" restaurant installation on the Client's premises (the "Chili's Project"). The definitive amendment to the Agreement covering the parties' revised financial agreement has not yet been finalized.

In addition, this letter will confirm that in consideration of the Client's continued relationship with ARAMARK, the Client's agreement to invest up to Two Hundred Fifty Thousand Dollars (\$250,000) in the Chili's Project and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to the Client in an amount up to One Million Dollars (\$1,000,000) (the "Chili's Financial Commitment"). The Chili's Financial Commitment shall be utilized for mutually agreed upon food service facility renovations and for the purchase and installation of food service equipment and other costs associated with the Chili's Project. Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale (subject to any franchisor's right to repurchase the equipment, and ARAMARK's obligation to remove the franchisor's signage and other trade dress, in accordance with the terms of any franchise agreement between ARAMARK and the franchisor). The Client acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Chili's Financial Commitment shall be amortized on a straight-line basis over a period of approximately eleven (11) years, commencing upon complete expenditure of the Chili's Financial Commitment and terminating on July 31, 2018.

In the event that (i) an amendment which specifically addresses the Chili's Financial Commitment made, or to be made, by ARAMARK is not executed by the parties for any reason whatsoever, or (ii) the Agreement is terminated, then the Client shall, upon demand, reimburse ARAMARK for the outstanding unamortized balance of the Chili's Financial Commitment made by ARAMARK hereunder.

January 25, 2007
Page 2

The parties have also agreed that the amendment to the Agreement will provide revenues generated by the operations of the Chili's from September 1, 2007 through August 31, 2013 shall not be included in revenues for purposes of calculating the commissions due to the Client from ARAMARK.

If the foregoing is in accordance with your understanding, please have an authorized representative of the Client sign and date all attached copies of this letter. Please retain one copy and return the other copies of this letter to my attention at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, INC.

By: 

Thomas Dorer
Vice President

Agreed to this 7th day of ^{FEBRUARY}~~January~~, 2007, by:

FLORIDA STATE UNIVERSITY

By: 

David Leeka
Director of Business Services